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3 BILL NO. S-75-08-43.

4 SPECIAL ORDINANCE NO. S- 171-75.

5 AN ORDINANCE approving a contract with DAILEY  
6 ASPHALT PRODUCTS for resurfacing project

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
8 WAYNE, INDIANA:

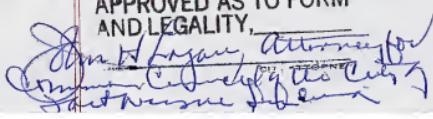
9 SECTION 1. That the contract between the City of Fort Wayne, by  
10 and through its Mayor and the Board of Public Works and DAILEY ASPHALT  
11 PRODUCTS, INC., for:

12 Resurfacing Ardmore Avenue from the south right of way line of  
13 Norfolk and Western Railroad to the north property line of Lower  
14 Huntington Road to a uniform width of twenty-one (21) feet  
15 for a total cost of \$144,610.10, all as more particularly set forth in said contract,  
16 which is on file in the Office of the Board of Public Works and is by reference  
17 incorporated herein, made a part hereof and is hereby in all things ratified, con-  
18 firmed and approved.

19 SECTION 2. This Ordinance shall be in full force and effect from  
20 and after its passage and approval by the Mayor.

21   
22 \_\_\_\_\_  
23 Councilman

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35 APPROVED AS TO FORM  
AND LEGALITY,

  
John D. Lagan Attorney for  
the City of Fort Wayne

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Battle Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.  
Passed (~~E.S.T.~~) by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 9-9-75

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance

(Resolution) No. 171-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana; on the 10th day of September, 1975, at the hour of 10:00 o'clock  
M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 11th day of September, 1975,  
at the hour of 3:00 o'clock M., E.S.T.

J. H. Brey  
MAYOR

Bill No. S-75-08-43

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with DANLEY ASPHALT PRODUCTS for resurfacing  
project

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

*W.C. Moses Jr.  
Eugene Kraus Jr.  
William T. Hinga  
John Huckols  
D.J. Schmidt*

CONCURRED IN  
DATE 9-9-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

August 14, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Due to the deteriorated condition of Ardmore Avenue from Lower Huntington Road to the N & W Railroad, the Board deemed it advisable to take bids for resurfacing.

Dailey Asphalt Products was awarded the contract for their bid in the amount of \$144,610.10.

In order that the contractor may begin construction at the earliest possible date, we are requesting a "Prior Approval".

An Ordinance for formal approval will be submitted August 26, 1975.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E O'Neal  
Carl E. O'Neal Member

CEO:bt  
cc: Mayor  
Attachment: Bid Tabulation

APPROVED.

MEMBERS OF THE COMMON COUNCIL.

ATTEST: City Clerk

# RESURFACING AROMORE AVE

BID ANALYSIS SHEET

PROJECT From N.W.P.R. To Lower HUNTINGTON R.C. BID ANA  
DATE 7/16/75 RES. NO. 5696-1975

CONTRACTORS		ESTIMATE	EXTENSION	DAILY WORK		HIPSINK ASB. CITY		WAYNE ACT.		E. H. D., T.C. T.D.		RIETH, RILEY & CO. INST. CO. INC.		BICKS CONST. CO. INC.		
STREETS— QUAN	ALLEYS— UNIT			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
.500	58.40	PAVEMENT REMOVAL	4.00	3,000.00	12,000.00	4.00	2,000.00	1.50	750.00	3.00	1,500.00	3.50	1,750.00	3.50	1,750.00	
4,900	Tons	HOT ASP. #4 BINDER	20.00	95,600.00	1,912,000.00	12.00	58,800.00	12.00	58,800.00	14.75	70,805.00	15.40	75,400.00	15.40	75,400.00	
34.50	Tons	" " #4 BINDER	20.00	19,000.00	380,000.00	12.00	29,400.00	12.00	30,747.50	13.00	31,850.00	14.75	36,627.50	15.40	37,730.00	
1,725	Tons	" " STATIC " MIX	20.00	34,500.00	690,000.00	13.00	22,425.00	13.00	23,977.50	14.50	25,012.50	16.00	27,600.00	16.70	28,507.50	
29.33	Tons	#7.5 CRUSHED STONE	7.00	10,531.00	73,757.00	4.75	13,725.00	5.00	16,429.00	4.00	11,732.00	5.50	16,181.00	6.00	17,578.00	
3,000	Gals.	LIGWU ASP. TACK COAT	0.70	3,100.00	2,100.00	0.40	1,200.00	0.40	1,200.00	0.75	1,200.00	0.75	1,200.00	0.75	1,200.00	
3,000	Tons	ROAD OIL (F.O. STEAM SHIP)	0.40	1,200.00	480.00	0.40	1,200.00	0.40	1,200.00	0.25	750.00	0.25	600.00	0.25	3,100.00	
<b>SUB TOTAL</b>				<b>207,331.00</b>	<b>127,810.00</b>		<b>134,749.00</b>			<b>130,079.50</b>		<b>155,514.00</b>		<b>165,545.00</b>		

(A) INTERNAE

Rechtsanwalt - Richter und Pro

# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between - - - - - DAILEY ASPHALT PRODUCTS CO., INC. - - - - -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve by resurfacing Ardmore Avenue from the south right of way line of Norfolk and Western Railroad to the north property line of Lower Huntington Road to a uniform width of twenty-one (21) feet.

by grading and paving the roadway to a width of twenty one feet with Hot Asphalt Binder #4, Hot Asphalt Binder #9, and Hot Asphalt State "B" Mix

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5696-75 and at the following prices:

at the following prices:

Pavement Removal	Two dollars and no cents, per square yard	\$ 2.00
Hot Asphalt #4 Binder	Twelve dollars and no cents, per ton	12.00
Hot Asphalt #9 Binder	Twelve dollars and no cents, per ton	12.00
Hot Asphalt State "B" Mix	Thirteen dollars and no cents, per ton	13.00
#73 Crushed Stone	Four dollars and seventy cents, per ton	4.70
Liquid Asphalt Tack Coat	Forty cents, per gallon	0.40
Road Oil (For Stone Shoulder	Forty cents, per gallon	0.40
Ditching.	Fifty cents, per lineal foot	0.50
Corrugated Metal Pipe 12" (In Place)	Eight dollars and no cents, per lineal foot	8.00

NOTE: Blading and preparing shoulders will be included in the cost of stone item.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5696-75 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before September 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date

; 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City.

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_

DAILEY ASPHALT PRODUCTS CO., INC.

BY:

*H.W. Dailey*  
*Pres.*

Contractor, Party of the First Part.

City of Fort Wayne By and Through:

*W. J. Brown*  
*Carl E. O'Neal*

*Beth Ann Dault*  
*John H. Smith*

Its Board of Public Works and Mayor.

AUG 14 1975

# GUARANTY BOND

Know All Men by These Presents, That we -----  
----- DAILEY ASPHALT PRODUCTS CO., INC.----- Contractors  
as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, ST. PAUL, MINNESOTA-----  
----- as surety  
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED FORTY  
FOUR THOUSAND, SIX HUNDRED TEN DOLLARS AND TEN CENTS-----

----- (\$144,610.10)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----  
----- DAILEY ASPHALT PRODUCTS CO., INC.-----  
did on the ----- day of -----  
-----, enter into a contract with the City of Fort Wayne to construct a  
Street Pavement  
at Ardmore Avenue ~~at~~ from the south right of way line of  
Norfolk and Western Railroad to the north property line of Lower Huntington Road

----- according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said -----  
DAILEY ASPHALT PRODUCTS CO., INC.----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 6 day of August, 1975

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: YASTE, ZENT & RYE, INC.

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

BY: L.W. Deely (SEAL)

ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY: ITS: Lane Gule (SEAL)

Attorney-in-fact

Approved this 14 day of

Board of Public Works.

## LIABILITY BOND

Know All Men by These Presents, That we - - - - - DAILEY ASPHALT PRODUCTS CO., INC. - - - - -  
as principal, and ST. PAUL FIRE & MARINE INSURANCE COMPANY, ST. PAUL, MINNESOTA - - - - -

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED  
FORTY FOUR THOUSAND, SIX HUNDRED TEN DOLLARS AND TEN CENTS - - - - -  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

(\$144,610.10)

The conditions of the above obligation are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill  
all the conditions and stipulations therein contained, except the warranty and guaranty of the payment  
as to the workmanship, material and conditions for the period of three(3) years, according to the  
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-  
main in full force and virtue in law and in the event the said City shall extend the time for the comple-  
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 6 day of August, 1975

YASTE, ZENT & RYE, INC.  
Authorized Agents  
BY: *Donald K. Yaste*

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

BY: *L.W. Dailey Jr.* (SEAL)  
ST. PAUL FIRE & MARINE INSURANCE COMPANY  
BY ITS: *Jane Shire* (SEAL)  
Attorney-in-fact

YASTE, ZENT & RYE, INC.

(SEAL)

Approved this

14

day of

*August, 1975*

*J. A. Boamer*  
*Carl E. Neal*

Betty Lee Vanett  
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JULY 30, 1975

**CERTIFIED COPY OF POWER OF ATTORNEY**

Original on File at Home Office of Company. See Certification.

**ST. PAUL**  
**FIRE and MARINE**  
*Insurance Company*  
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,  
Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,  
individually, Ft. Wayne, Indiana

it true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th

day of February A. D. 19 74

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

STATE OF MINNESOTA }  
County of Ramsey } ss

*Vice President.*

On this 14th day of February 1974, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES  
Notary Public, Ramsey County, Minn.  
My Commission Expires April 27, 1976

#### CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,\* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of August, 1975.

\*Unlimited as to character and amount.

.E:

## WAGE SCALE

for August

CODE: S-SKILLED  
SS-SEMI SKILLED  
US-UNSKILLED  
IF-INDUSTRIAL FUND  
PW-PER WORK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED, BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.

In compliance with the provisions of CHAPTER 9 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

CLASS	RATE PER HR.	H&W	PEN	VAC	APP	MISC.
S	10.55	35¢	55¢			131F
S	10.05	50	1.00		1¢	
S	9.29	30	25		1	
S	8.73		67		4	21F
S	9.01	47	40		5	21F
S	8.70	40				
S	9.50	30	17+30		4	
S	8.77	44½	29	72	2	
S	8.24	12		25	4	35¢ holiday
S	10.20	65	80		1	21F
S-SS US	6.25-6.65	35	35		9	
S-SS-US	5.90-6.05	35	35		7	
S-SS-US	6.25-7.33	35	30		7	
S	8.20		25		1	31F
S	9.06		67		4	21F
S-SS US	7.20-9.90	40	40		5	
S-SS-US	6.96-9.10	40	40		6	
S-SS-US	7.07-9.27	40	40		5	
S	7.75-8.75	37	35		10	6misc.
S	8.40	40				
S	9.90	30	65		7	41F
S	6.65-8.85					
S	8.75		10			
S	9.89	40	35		4	131F
S-SS US	7.36-8.31	18pw	19.50pw			
S-SS-US	7.16-7.76	17.50pw	19.50pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July 1975

wayne T. Roeder  
REPRESENTATIVE, GOVERNOR, STATE OF INDIANA

Edwin C. Leonard, Jr.  
REPRESENTING THE AWARDING AGENT

Frank M. Price  
REPRESENTING STATE A.F.L. & C.I.C.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

**DIGEST SHEET**

S-75-0843

TITLE OF ORDINANCE Special Ordinance

**DEPARTMENT REQUESTING ORDINANCE**      **Board of Public Works**

SYNOPSIS OF ORDINANCE Ordinance covers contract with Dailey Asphalt Products in amount of \$144,610.10 for resurfacing of Ardmore Avenue from Lower Huntington Road to the N & W Railroad.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Resurfacing work to be completed.

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$144,610.10

ASSIGNED TO COMMITTEE 3d of Public Works J.S.